

PROFESSIONAL SERVICES AGREEMENT

1. **Parties.** The parties to this Agreement are the City of Rapid City, hereinafter, “City”, and Tracy Hamblet III, a golf professional, hereinafter, “the Professional”.
2. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions whereby services of a Golf Professional are provided at the Meadowbrook Golf Course, hereinafter “Meadowbrook”, and the Executive Golf Course, hereinafter “Executive”.
3. **General Concession.** The City hereby engages the Professional to provide service for the City's golf course, commonly known as Meadowbrook, located at 3625 Jackson Boulevard, and the Executive, located at 200 12th Street, Rapid City, Pennington County, South Dakota.

The Professional shall have the right to engage in those concession purposes customarily associated with operation of a golf course, including but not limited to concessions for Pro Shops, sales of golfing supplies, equipment and instructional lessons, excluding food and drink. The Professional shall also render professional advice regarding the playability of all courses and make appropriate recommendations to the Parks & Recreation Director.

4. **Engagement.** The Professional shall be an independent contractor under this Agreement and shall not be an employee of the City. The Professional shall be compensated for the professional services rendered under this Agreement as follows:

Management fee for Meadowbrook and Executive Courses - \$54,720.
Additionally, the Professional shall retain the following:

100% of merchandise sales
100% of personally provided lesson income
100% of Junior Program income

All furniture and fixtures will remain the property of the City.

The management fee shall be paid in twelve (12) monthly payments of \$4,560.00 to be paid on the last working day of each month.

This Agreement may be terminated for cause at any time. This Agreement is not assignable and the death or disability of the Professional shall result in termination.

5. Duties of the Professional. The Professional shall undertake to the best of his abilities the duties of a golf professional including, but not limited to, the following:

(1) The Professional shall provide assistance in the preparation of Golf Course budgets as requested.

(2) The Professional shall work with the Parks & Recreation staff to coordinate play on both Executive and Meadowbrook golf courses.

(3) The Professional shall work with Parks & Recreation staff to coordinate use of the driving range.

(4) The Professional shall coordinate activities of the Prop Shops at both golf courses at the Professional's own cost, risk, profit, and expense, including sales, merchandizing, purchasing, control, record keeping, marketing, and security. The Professional will also provide training in customer service, and merchandising of City staff working in the pro shops.

(5) The Professional shall give golf instruction to any patrons requesting his services. The rate charged for such instruction shall not exceed the rates established by the PGA. The Professional can hire at his own expense, golf instructors to help in filling customer demand.

(6) The Professional shall work with all Meadowbrook and Executive Golfing Associations to provide guidance, tournaments, leagues and daily games. The Professional shall provide one free clinic each month between May 1st and September 30th for any of the golf associations at Meadowbrook or Executive. These clinics can be of the Professional's choosing and can include any part of the game of golf.

(7) The Professional shall work with the Golf Superintendent and suggest ways to keep both courses in fit and proper condition and suitable for play during the months of operation.

(8) The Professional shall devote his full time and best efforts to his functions under this Agreement. The Professional shall notify the Parks & Recreation Director of his weekly schedule.

(9) The Professional shall be required to post, in an area or in a manner open to the public, those times during the golf season that he will be available at the Executive golf course, to average no less than one day per week Memorial Day to Labor Day.

(10) The Professional shall, by May 1 of each year, provide to the Parks & Recreation Director his plan for enhancement of play at the golf courses. Items to be included in this plan are: discussion of league play, tournaments, incentives to encourage play, and any other suggestions relative to increasing play at the courses. This plan shall also outline during the previous year those periods characterized as low activity and include suggestions from the Professional on how to increase play during those periods.

(11) The Professional shall attend all regular or special meetings of the Golf Course Advisory Board. The Professional shall also attend the Meadowbrook Men's and Women's Association meetings and any Men's or Women's Association meetings for the Executive golf course. If the Professional is not available, his designated assistant shall attend the meeting.

(12) The Professional shall prepare and update information for the city web site relating to golf activities.

(13) The Professional will book and oversee all golf tournaments held at Meadowbrook or Executive Courses. The Professional will not receive any extra income (from the City or Tournament Organization) over and above contract salary for providing oversight of these tournaments.

(14) The Professional, when available, will help man the front desk during periods of high customer demand.

6. **Pro Shop Operations.** The Professional shall monitor the Pro Shop operations. He shall recommend pricing strategies, starting times and computer operations for points-of-sale operations. He shall develop a schedule of operations for the Pro Shop approved by the Parks and Recreation Director. The Professional can recommend to the Parks and Recreation Director but will have no hiring or firing authority over Pro Shop staff.

The Professional shall also cause to be generated a monthly report delivered to the Parks and Recreation Director to include the following information: total number of rounds; specific times and levels of usage at each course during the previous month; rounds accounted for through season pass holders indicating pass number; and relevant weather conditions during the previous month.

The Professional will provide staffing in the Pro Shop 15 hours per week, November 1st through March 15th.

7. **Tournaments.** The Professional shall be permitted to attend three (3) tournaments other than tournaments held in the Rapid City area and shall suffer no loss of compensation therefor during such absence, provided, however, no such absence shall exceed eight (8) days. The Parks & Recreation Director may approve additional tournaments.

8. **Miscellaneous.** (1) The Professional shall work with Pro Shop employees to train them in correct Pro Shop operations, money handling and customer service.

(2) The Professional shall work with the Parks and Recreation Director to inform the public and promote all activities at the golf courses by approved promotional efforts.

(3) The Professional shall provide at reasonable fees such lessons as may be scheduled by the City Parks & Recreation Department.

(4) The Professional shall actively improve and promote a junior golf program at both golf courses.

(5) The Professional at all times will demonstrate a continuous effort to improve operations, streamline processes, and work cooperatively to provide quality, seamless customer service.

9. **Term.** The term of this Agreement shall be one (1) year, beginning January 1, 2005 and ending on December 31, 2005, without adjustment in management fee.

10. **Insurance.** The Professional shall at all times during the term of this Agreement maintain insurance with a minimum One Million Dollar (\$1,000,000.00) liability limit or equivalent for operations and product liability. Professional shall furnish the City with a certificate of insurance

acceptable to the City which certificate shall be attached to this Agreement along with a statement generally describing the coverage therein contained. Said policy of insurance shall include the City as an additional insured.

The Professional shall indemnify and hold the City harmless from all liability arising out of any conduct of the Professional or any of his agents or his personnel.

11. Liability. The City shall not be held liable and the Professional agrees to assert no liability against the City for any damages caused by failure of the City to maintain, repair, or provide any physical facilities. Additionally, the City shall have unlimited discretion to declare all or any part of the golf course premises closed and to prohibit the use thereof.

12. Utilities. The City shall provide all water, sewer, electricity, and heat for the premises. The Professional shall be responsible for such supervision as is reasonably necessary for proper use of said utilities in the Pro Shop and shall pay a share as stated below:

- The Professional shall pay one-third (1/3) of all gas and electric costs of the clubhouse for the term of this contract.

13. Maintenance. At both the golf courses the City shall be responsible for clubhouse buildings, minor repairs, janitorial service and the grounds immediately surrounding the clubhouse, to include mowing the grass around the clubhouse and the right-of-way between the clubhouse and Jackson Boulevard.

14. Fixtures. The Professional shall be responsible for maintaining all equipment for use in any of the concessions granted by this Agreement.

15. Quarterly and Annual Reports. The Professional shall submit a written quarterly report to the Parks & Recreation Director on April 15, July 15, October 15, and January 15. Such report shall show the gross receipts during the preceding quarter from each of the following sources:

- (1) The Pro Shop;
- (2) Golf lessons;
- (3) All other sources.

Additionally, each quarterly report shall show the amount collected on behalf of the City for green fees and season memberships, storage charges for golf carts, cart leases, cart rentals and driving range.

The Professional shall submit to the Parks & Recreation Director and the City Finance Officer on January 30 a complete, detailed financial statement showing an itemized breakdown of all expenditures and receipts for the preceding calendar year, such statement to be kept strictly confidential. The Professional shall provide the above information on a form provided by the City Finance Office.

16. Concession Rent. The Professional shall pay the City rent in the amount of \$800.00 per month for use of the floor space to display and sell his merchandise.

Dated this ____ day of _____, 2004.

CITY OF RAPID CITY:

THE PROFESSIONAL:

Mayor Jim Shaw

Tracy Hamblet III

ATTEST:

Finance Officer

(SEAL)

State of South Dakota)
) ss.
County of Pennington)

ACKNOWLEDGMENT

On this the _____ day of _____, 2004, before me, the undersigned officer, personally appeared Jim Shaw and James F. Preston, known to me to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

(SEAL)

State of South Dakota)
) ss.
County of Pennington)

ACKNOWLEDGMENT

On this the _____ day of _____, 2004, before me, the undersigned officer, personally appeared Tracy Hamblet III, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

(SEAL)

Revised: November 29, 2004